

REMARKS

The Official Action mailed October 25, 2010, has been received and its contents carefully noted. This response is filed within three months of the mailing date of the Official Action and therefore is believed to be timely without extension of time. Accordingly, the Applicant respectfully submits that this response is being timely filed.

The Applicant notes with appreciation the consideration of the Information Disclosure Statements filed on June 19, 2006; September 1, 2006; March 14, 2008 and May 4, 2010.

Claims 1-20 are pending in the present application, of which claims 1-9 are independent. Claims 1 and 2 have been amended to better recite the features of the present invention. Claims 5-7 have been withdrawn from consideration. For the reasons set forth in detail below, all claims are believed to be in condition for allowance. Favorable reconsideration is requested.

Paragraph 4 of the Official Action rejects claims 1-4, 10, 11 and 14-18 as obvious based on the combination of U.S. Publication No. 2001/0045593 to De Leeuw and U.S. Publication No. 2002/0105058 to Tuttle. Paragraph 5 of the Official Action rejects claims 12 and 13 as obvious based on the combination of De Leeuw and Tuttle as applied to claim 1, further in view of JP 10-135040 to Urano. Paragraph 6 of the Official Action rejects claims 8, 9, 19 and 20 as obvious based on the combination of De Leeuw and Tuttle, further in view of U.S. Publication No. 2003/0234294 to Uchihiro. The Applicant respectfully traverses the rejections because the Official Action has not made a *prima facie* case of obviousness and/or that a *prima facie* case of obviousness cannot be maintained against the independent claims of the present application, as amended.

As stated in MPEP §§ 2142-2144.04, to establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some reason, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or

references when combined) must teach or suggest all the claim limitations. Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some reason to do so found either explicitly or implicitly in the references themselves or in the knowledge generally available to one of ordinary skill in the art. "The test for an implicit showing is what the combined teachings, knowledge of one of ordinary skill in the art, and the nature of the problem to be solved as a whole would have suggested to those of ordinary skill in the art." In re Kotzab, 217 F.3d 1365, 1370, 55 USPQ2d 1313, 1317 (Fed. Cir. 2000). See also In re Fine, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988); In re Jones, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992).

Independent Claims 1 and 2

With respect to independent claims 1 and 2, the prior art, either alone or in combination, does not teach or suggest all the features of the independent claims, as amended. In particular, De Leeuw and Tuttle fail to teach that an antenna having a conducting wire comprises a first portion and a second portion defining a gap therebetween, where an insulating film including particles comprising a soft magnetic material fills the gap between the first portion and the second portion. This feature is shown, for example, in Applicant's FIG. 1C and FIG. 2C and described in paragraphs [0014], [0015], [0039] and [0053] of Applicant's publication. By providing the soft magnetic material in the insulating layer in the gap between the first portion and the second portion of the conducting wire of the antenna, generation of eddy current in a conductor of the wire (due to a magnetic flux that intersects with a plane including the antenna) can be suppressed. Additionally, the mutual inductance of the antenna can be increased to increase the gain of the antenna while securing mechanical strength of the device (see Applicant's paragraph [0014]).

The alleged second substrate 41 in De Leeuw is not provided in a gap between the first and second capacitor electrodes 42 and 43 of the antenna 40, but is instead

only provided in a layer over the electrodes (when FIG. 5 is viewed upside down as alleged in the Office Action). Tuttle fails to overcome the deficiencies of De Leeuw.

Because De Leeuw and Tuttle do not teach or suggest all the claim limitations, a *prima facie* case of obviousness cannot be maintained with respect to independent claims 1 and 2. Therefore, Applicant believes the rejection of claim 1 and 2 and claims dependent therefrom is not proper.

Independent Claims 3, 4 and 8

With respect to independent claims 3, 4 and 8, the Official Action relies on both an unconventional orientation of De Leeuw's teachings, for no explained rationale, and then further an unexplained and unsupported definition of a claim term that is inconsistent with the plain and ordinary meaning of the term, particularly when that term is read in light of Applicant's specification. Accordingly, for reasons explained in more detail below, Applicant respectfully disagrees with and traverses the assertions in the Official Action.

Independent claim 3 recites a specific orientation of several claimed elements, including: (1) an integrated circuit and an antenna formed over a substrate; (2) a first insulating film covering a conducting wire (of the antenna) and a thin film transistor (of the integrated circuit); and (3) a second insulating film over the first insulating film covering the conducting wire and the integrated circuit, where the second insulating film includes particles comprising a soft magnetic material. Independent claims 4 and 8 recite a similar orientation relationship among the elements.

This is supported, for example, by Applicant's FIGS. 5D-7B, which show: (1) an integrated circuit comprising TFTs 529-531 and antenna 541 formed over a substrate; (2) a first insulating film 542 provided over and covering the conductive wires of antenna 541 and the TFTs 529-531; and (3) a second insulating film 549 over the first insulating film 542 covering the conducting wire and the integrated circuit, where the second insulating film 549 includes particles 551 comprising a soft magnetic material.

In an attempt to read teachings of De Leeuw on the claimed subject matter, the Official Action first looks at the teachings of FIG. 5 of De Leeuw upside down, for no indicated rationale other than an unsubstantiated assertion that De Leeuw chose to “arbitrarily” illustrate its device with one orientation. In doing so, the Official Action appears to consider that in this orientation, insulating film layer 41 would be a second insulating film over an alleged first insulating film formed by protective layer 49 that covers the antenna and integrated circuit. Applicant respectfully disagrees.

First, only in the “arbitrarily” selected orientation of being upside down, does insulating film 41 meet the claimed “over” feature. That is, when FIG. 5 is viewed conventionally, insulating film 41 is not over the substrate as claimed. However, even when viewing FIG. 5 of De Leeuw upside down, as alleged, one of ordinary skill in the art would not have considered protective layer 49 to be “covering” the conductive wires 44 and 45 of antenna 40 and the integrated circuit 20 because layer 49 is beneath these elements in this construed orientation.

The Official Action alleges that layer 49 “covers” these elements because this layer “directly contacts” both elements. However, this is not the plain meaning of the word “covering” and is clearly not consistent with the meaning of the word when read in light of Applicant’s specification.

Patent Office policy set forth in MPEP § 2111.01, Plain Meaning [R-5], states that words of a claim must be given their “plain meaning” unless such meaning is inconsistent with the specification. Also, MPEP § 2111.01 sets forth that “[i]n construing claim terms, the general meanings gleaned from reference sources, such as dictionaries, must always be compared against the use of the terms in context, and the intrinsic record must always be consulted to identify which of the different possible dictionary meanings is most consistent with the use of the words by the inventor” and that “[i]f extrinsic reference sources, such as dictionaries, evidence more than one definition for the term, the intrinsic record must be consulted to identify which of the different possible definitions is most consistent with applicant’s use of the terms.” In the

present application, this has not been done. In fact, the alleged construction is inconsistent with Applicant's use of the term and many, if not all, dictionary definitions.

In this case, Applicant has reviewed and encloses dictionary definitions of "cover" obtained from the Bing Dictionary and Merriam-Webster Online Dictionary. From the Bing Dictionary, definitions 1-4, 7 and 11 consistently define "cover" as placing something over something else. From the Merriam-Webster Dictionary, definitions 2b, 3, 4a, 5 similarly define "cover" as placing something over something else. In fact the first three specific examples of sentences using "cover" in the Merriam-Webster Dictionary are consistent with "over" as part of the definition. All of these definitions are consistent with the usage in Applicant's specification. Other definitions of "cover" are less consistent with Applicant's usage in the specification.

None of the dictionary definitions appear consistent with the term construction of "direct contact with" alleged in the Official Action. Thus, not only is the alleged definition not an understood "plain meaning" of the term "cover," but is clearly inconsistent with the meaning one would have understood "covering" to encompass when the plain and ordinary meaning has been properly construed in light of Applicant's usage in the specification.

Furthermore, even if one were to look at De Leeuw's FIG. 5 right-side up and consider the protective layer 49 to "cover" or be over as claimed, in this upright orientation, insulating film layer 41 fails to be "over" a substrate as claimed. Thus, regardless of the orientation of De Leeuw's FIG. 5, one or the other claim term cannot be met. Tuttle fails to overcome the deficiencies of De Leeuw's.

Because De Leeuw and Tuttle do not teach or suggest all the claim limitations, a *prima facie* case of obviousness cannot be maintained with respect to independent claims 3, 4 and 8. Therefore, Applicant believes the rejections of claims 3, 4 and 8 and claims dependent therefrom are not proper.

Independent Claims 8 and 9

Independent claims 8 and 9 both recite a second insulating film (or resin film) that is “at least adjacent to a side of the conducting wire by interposing the first insulating film therebetween.” This is supported, for example, by Applicant’s FIG. 1C and FIG. 2C and described in paragraphs [0014], [0015], [0039] and [0053] of Applicant’s publication.

The alleged second substrate 41 in De Leeuw is not “at least adjacent to a side of the conducting wire by interposing the first insulating film therebetween,” as claimed. Tuttle and Uchihiro fail to overcome the deficiencies of De Leeuw.

Additionally, with respect to dependent claim 10, one of ordinary skill in the art of semiconductor devices would not have considered the alleged substrate 11 of De Leeuw to be a “flexible” substrate as alleged. In this regard, the arbitrary comparison of the substrate of De Leeuw with a “diamond” substrate to allege a relative flexibility is improper and not in compliance with the Patent Office policy set forth in MPEP § 2111.01. As discussed above, claim terms are given their “plain meaning” and read in light of Applicant’s specification. One of ordinary skill in semiconductor device fabrication would readily understand that “flexible” conveys a certain requirement to be pliable or bendable. It has not been established that the alleged substrate 11 in De Leeuw would teach or suggest this feature to one of ordinary skill in the art. Accordingly, dependent claim 10 distinguishes for this additional reason.

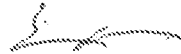
Because De Leeuw, Tuttle and Uchihiro do not teach or suggest all the claim limitations, a *prima facie* case of obviousness cannot be maintained with respect to independent claims 8 and 9. Therefore, Applicant believes the rejection of claims 8 and 9 and claims dependent therefrom is not proper.

Accordingly, reconsideration and withdrawal of the rejections under 35 U.S.C. § 103(a) are in order and respectfully requested.

Should the Examiner believe that anything further would be desirable to place this application in better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number listed below.

The Commissioner is hereby authorized to charge fees under 37 C.F.R. §§ 1.16, 1.17, 1.20(a), 1.20(b), 1.20(c), and 1.20(d) (except the Issue Fee) which may be required now or hereafter, or credit any overpayment to Deposit Account No. 50-2280.

Respectfully submitted,



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Enclosures:

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DICTIONARY

cover

Definition

cov·er [kúv·vər]

VERB

cov·ered past and past participle
cov·er·ing present participle
cov·ers 3rd person present singular

1. *transitive verb* **put something over something else:** to put something over the whole of or the upper surface of something, e.g. in order to hide, protect, or decorate it
2. *transitive verb* **be all over something:** to lie across or in a layer over the whole of or the upper surface of something
"rocks covered with seaweed"
3. *transitive verb* **keep somebody warm:** to put something such as a blanket over or around somebody for warmth
"She covered him with the quilt."
4. *transitive verb* **be wrapped around something:** to be lying over or wrapped around somebody to provide warmth
"She was covered only by a thin blanket."
5. *transitive verb* **put clothing on:** to put a piece of clothing on part of your own or somebody else's body
"Keep your head covered if you're going out."
6. *transitive verb* **be worn on body:** to be worn on part of the body
7. *transitive verb* **put lid on something:** to put a lid or protective covering over something
8. *transitive verb* **talk or write about something:** to deal with a subject in a discussion, speech, book, or article
"His talk covered several aspects of corporate law."
9. *transitive verb* **provide news of something:** to be responsible for reporting, videotaping, or photographing an event or a particular class of events for a newspaper or a broadcasting company
"covers foreign affairs for a cable channel"
10. *transitive verb* **include instance:** to take something into account and provide an adequate treatment of it
"The law only covers commercial vehicles."
11. *transitive verb* **extend over area:** to include the whole of an area, either physically or as a field of operations or responsibility
"an office complex covering three blocks"
"a long-term development blueprint covering the whole city"
12. *transitive verb* **travel distance:** to travel a particular distance
13. *transitive verb* **hide something:** to conceal a feeling, action, or situation by presenting a different appearance or directing attention elsewhere
"covered my mistake by changing the subject"
14. *transitive verb* INSURANCE **insure somebody:** to provide insurance protection to somebody
15. *transitive verb* INSURANCE **insure against something:** to provide insurance protection against a type of hazard or risk

16. *transitive verb* **pay for something:** to be sufficient to pay for something
"\$20 should cover it."
17. *transitive verb* **protect somebody or something from attack:** to protect somebody, a part of an army, or a piece in chess or another game from attack by occupying a position nearby
18. *transitive verb* **aim gun at somebody or something:** to have a person or place in the aim or range of a gun, especially in order to provide protection against a possible attack
19. *transitive verb* **watch somebody or something:** to maintain a watch on or a patrol of something, e.g. to track somebody's movements
"covered the rear exit to block their escape"
20. *intransitive verb* **do somebody's job:** to do the work of somebody who is absent for a time
"He's covering for me while I'm away."
21. *intransitive verb* **tell lies for somebody:** to keep people from learning the real truth about somebody
"covered for him by lying"
22. *transitive verb* MUSIC **record new version of song:** to record a new version of a song that was first sung or made popular by another performer
23. *transitive verb* SPORTS **defend area against opponent:** to play defense against a particular opponent or in a particular position or area on a playing surface
24. *transitive verb* CARD GAMES **play higher card:** to play a card that has a higher value than one already played by somebody else
25. *transitive verb* GAMBLING **match another gambler's bet:** to match the amount of money bet by another gambler
26. *transitive and intransitive verb* FINANCE **buy replacement stock:** to buy shares of stock or commodities in order to replace others that have been borrowed from a broker and sold with the expectation that the price will fall
27. *transitive verb* ZOOLOGY **copulate with female:** to copulate with a female animal, especially a mare (refers especially to stallions)

NOUN

covers plural

1. **something that covers something:** one thing that hides, protects, or covers something else, or is used to cover something
2. **lid:** something that covers the top of a container, e.g. a lid
3. **binding of book or magazine:** the protective binding, thick paper, or boards at the front and back of a book or magazine
4. **cloth that covers furniture:** a cloth or plastic covering for bedding or a piece of furniture
5. **shelter from weather:** shelter from the weather, or the providing of shelter from the weather
6. **shelter from danger:** concealment or protection, especially that provided by undergrowth where animals can hide or by a shelter from attack
"took cover under the trees"
7. **vegetation:** the plants that cover an area of land
8. **defense against attack:** protection provided, especially to an attacking force, by other forces located nearby or in the air
"air cover"
9. **protective pretense:** a false identity or a pretext that provides protection for somebody such as a spy or detective
10. **substitutes for workers:** people who are available to do other people's jobs when they are absent
"24-hour emergency cover"
11. **place set at table:** a place set at a table, e.g. in a restaurant
"covers laid for 16 guests"
12. COMMERCE

Same as cover charge

13. U.K. INSURANCE

Same as **coverage** (sense 2)

14. MUSIC **new recording of well-known song:** a recording by a performer of a song that was first sung or popularized by another performer

15. STAMPS **envelope:** a postmarked envelope

PLURAL NOUN

1. coverings on bed: the sheets, blankets, and other coverings on a bed

[13th century. Via Old French *covrir* < Latin *cooperire* "cover completely" < *operire* "to cover"]

cover·a·ble ADJECTIVE

cover·er NOUN

cover·less ADJECTIVE

blow somebody's cover to expose a disguise, lie, or pretense that somebody has been using to conceal something

under cover of something hidden or protected by something

Theonyms

VERB

Synonyms: conceal, hide, cover up, obscure, disguise, mask, bury, ensconce

Synonyms: protect, shield, guard, shelter, defend, safeguard, screen, fend

Synonyms: wrap, coat, cover up, envelop, swathe, overlay, enfold, shroud

Synonyms: deal with, include, comprise, embrace, take in, contain, report

Synonyms: travel, cross, traverse, pass through, go through

VERB

Antonyms: expose, reveal

Translations

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cover

cover

57 ENTRIES FOUND:

- 1) **cover** (verb)
- 2) **cover** (noun)
- cover-all** (adjective)

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1 cov·er verb \ˈkə-ver\

cov·ered | cov·er·ing

Definition of COVER

transitive verb

- 1 **a** : to guard from attack
- b** (1) : to have within the range of one's guns : **COMMAND** (2) : to hold within range of an aimed firearm
- c** (1) : to afford protection or security to : **INSURE** (2) : to afford protection against or compensation for <a policy *covering* loss by fire>
- d** (1) : to guard (an opponent) in order to obstruct a play <a linebacker assigned to *cover* the tight end> (2) : to be in position to receive a throw to (a base in baseball) <the shortstop was *covering* second>
- e** (1) : to make provision for (a demand or charge) by means of a reserve or deposit <your balance is insufficient to *cover* the check> (2) : to maintain a check on especially by patrolling (3) : to protect by contrivance or expedient
- 2 **a** : to hide from sight or knowledge : **CONCEAL** <*cover* up a scandal>
- b** : to lie over : **ENVELOP** <a blanket *covering* her legs>
- 3 : to lay or spread something over : **OVERLAY** <*cover* the seed bed with straw>
- 4 **a** : to spread over <snow *covered* the hills>
- b** : to appear here and there on the surface of <a region

TOP 10 LISTS



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TREND WATCH



"Tawdry"
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Peter Yates ... **more** »

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covered with lakes>

- 5** : to place or set a cover or covering over <cover the pot>
- 6 a** : to copulate with (a female animal) <a horse *covers* a mare>
- b** : to sit on and incubate (eggs)
- 7** : to invest with a large or excessive amount of something <*covered* herself with glory>
- 8** : to play a higher-ranking card on (a previously played card)
- 9** : to have sufficient scope to include or take into account <an examination *covering* a full year's work>
- 10** : to deal with : TREAT <material *covered* in the first chapter>
- 11 a** : to have as one's territory or field of activity <one sales rep *covers* the whole state>
- b** : to report news about <reporters *covering* the campaign>
- 12** : to pass over : TRAVERSE <the hikers *covered* 12 miles that day>
- 13** : to defray the cost of <cover expenses>
- 14** : to place one's stake in equal jeopardy with in a bet
- 15** : to buy securities or commodities for delivery against (an earlier short sale)
- 16** : to record or perform a cover of (a song)

intransitive verb

- 1** : to conceal something illicit, blameworthy, or embarrassing from notice —usually used with *up*
- 2** : to act as a substitute or replacement during an absence
 - **cov·er·able** adjective
 - **co·ver·er** noun
 - **cover one's tracks**
 - : to conceal traces in order to elude pursuers or escape detection
 - **cover the ground** or **cover ground**
 - : to deal with a subject or assignment in a particular manner <the new book *covers* a lot of *ground*>

☞ See cover defined for English-language learners »

Examples of COVER

- * The gardener *covered* the soil with mulch.
- * The furniture had been *covered* in a protective cloth.
- * We *covered* the stains on the wall with a fresh coat of paint.
- * You should *cover* your mouth when you cough.
- * She *covered* her head with a scarf.



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tables *covered* with white linen

- Lakes *cover* much of the state.
- The hikers *covered* long distances every day.
- The bird may *cover* thousands of miles during its migration.

Origin of COVER

Middle English, from Anglo-French *coverir*, *covrir*, from Latin *cooperire*, from *co-* + *operire* to close, cover

First Known Use: 13th century

Related to COVER

Synonyms: fill in, pinch-hit, stand in, step in, sub, substitute, take over

Antonyms: bare, disclose, display, divulge, expose, reveal, show, uncloak, uncover, unmask, unveil

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- All Words Near: cover

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